

This instrument prepared by:
W. Tucker Gibbs, Esq.
215 Grand Avenue
P.O. Box 1050
Coconut Grove, Florida 33133

CFN 2003R0866403
DR Bk 21841 Pgs 2146 - 2151; (6pgs)
RECORDED 11/19/2003 11:04:17
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of Public Hearing No. 03-018 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. The Property.

- a. This property shall be used only for uses permitted within the RU-1MA zoning district.
- b. The residential density shall not exceed 6 dwelling units per acre.
- c. Prior to final zoning approval, the owner shall provide a 36-foot wide landscaped buffer along S.W. 248th Street.
- d. Prior to tentative plat approval, Owner shall submit a Declaration in Lieu of Unity of Title in a form and substance acceptable to the County.
- e. Prior to tentative plat approval, owner shall submit a site plan to the Department and the Department shall review said site plan to assure compliance that the design and construction of the project is consistent with the Urban Design Manual and guidelines for urban form as required by the Comprehensive Development Master Plan, and consistent with the developments in the area.

2. **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to

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(7)

determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

3. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.
4. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.
5. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.
6. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

7. **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.
8. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
9. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.
10. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion
11. **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.
12. **Acceptance of Declaration.** The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

Signed, witnessed, executed and acknowledged this 24 day of June, 2003.

Witnesses:

OWNER

W. Tucker Gibbs

Print Name: W. TUCKER GIBBS

Theresa-Kate Weiss

Print Name: Theresa-Kate Weiss

By: Martina M. Borek

Name: Martina M. Borek

Address: 12110 S.W 248th Street
Princeton, FL

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE } ss.

The foregoing instrument was acknowledged before me this 24th day of June 2003, by Martina Borek as an individual and Martina M. Borek. She is personally known to me or produced valid driver's licenses as identification.



Judith E. Robertson
Commission #DD220794
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public

Sign Name: Judith E. Robertson

Print Name: JUDITH E. ROBERTSON

My Commission Expires:

Serial No. (None, if blank): _____

[NOTARIAL SEAL]

Witnesses:

OWNER

W. Tucker Gibbs

Print Name: W. TUCKER GIBBS

Nancy Rubin

Print Name: NANCY RUBIN

By: Martina M. Borek, Trustee

Name: Martina M. Borek, Trustee

Address: 12110 S.W 248th Street
Princeton, FL

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } ss.

The foregoing instrument was acknowledged before me this 24th day of June 2003,
by Martina Borek as an individual and Martina M. Borek in her capacity as Trustee. She
is ~~personally known to me~~ or produced valid driver's licenses as identification.



Judith E. Robertson
Commission #DD220794
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public

Sign Name: Judith E. Robertson
Print Name: JUDITH E. ROBERTSON

My Commission Expires:

Serial No. (None, if blank): _____

[NOTARIAL SEAL]

EXHIBIT "A"

SUBJECT PROPERTY: The west $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 56 South, Range 39 East, less the north 35' for right-of-way.

AND

PARCEL "A": The east $\frac{1}{2}$ of the east $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 56 South, Range 39 East, A/K/A: The east 10± Acres, of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 56 South, Range 39 East. LESS PARCEL "C", described as follows: All that part of the east $\frac{1}{2}$ of the east $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 56 South, Range 39 East, lying SW/ly of the following described line to wit: From the center of said Section 25, bear to the N0°36'07"W, along the east line of the NW $\frac{1}{4}$ of said Section 25, a distance of 1,346.07' to the Southeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 25; thence S88°15'0"W, along the south line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 25, a distance of 185.99' to the Point of beginning of said Parcel "C"; thence run N45°37'47"W, a distance of 128.79' to the Point of curvature of a circular curve to the right, having a central angle of 45°0'0" and a radius of 210'; thence run NW/ly, along the arc of said curve, a distance of 164.93' to the intersection thereof with the west line of the east $\frac{1}{2}$ of the east $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 25, and the end of the specifically described line.

AND

PARCEL "B": A parcel of land in the east $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 56 South, Range 39 East, being more particularly described as follows: From the center of said Section 25, bear N0°36'7"W along the east line of the NW $\frac{1}{4}$ of said Section 25, a distance of 1,036.36' to the Point of beginning of the parcel to be described (Parcel "B"); thence continued N0°36'7"W along said east line, a distance of 309.71' to the Northeast corner of the east $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 25; thence run S88°15'0"W along the north line of the east $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 25, a distance of 185.99'; thence S45°37'47"E, a distance of 142.66' to the Point of curvature of a circular curve to the right, having a central angle of 45°1'40" and a radius of 290'; thence run SE/ly along the arc of said curve, a distance of 227.91' to a Point of tangency and the Point of beginning.

OPINION OF TITLE

To: **Miami-Dade County**

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering, covering the real property, hereinafter described, it is hereby certified that I have examined a complete Abstract of Title covering the period from the beginning to the 11th day of August, 2003, at the hour of 11pm, inclusive, of the following described property:

SEE EXHIBIT "A"

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

MARTINA M. BOREK and MARTINA M. BOREK, Trustee

Note: For Limited Partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. **RECORDED MORTGAGES:**

NONE

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

NONE

3. **GENERAL EXCEPTIONS:**

SEE EXHIBIT "B"

4. **SPECIAL EXCEPTIONS:**

NONE

Opinion of Title
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I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
NONE		

The following is a description of the aforementioned abstract and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
01-2003-020562	Attorneys' Title Insurance Fund, Inc.		04/03/2003 to 8/11/2003

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 9 day of September, 2003.

Ilona-Anne Wiss
Name
Ilona-Anne Wiss, Esq.

Florida Bar No. 0155152
Address:
215 Grand Avenue
Coral Gables, FL 33133
305-448-8486

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9 day of SEPTEMBER, 2003, by ILONA-ANNE WISS, who is personally known to me or has produced _____, as identification.



Judith E. Robertson
Commission #DD220794
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires:

Judith E. Robertson
Notary Public
JUDITH E. ROBERTSON
Print Name

EXHIBIT "A" 71

50110 Nos.

- 6925-000-0080

- 6925-000-0100

DESCRIPTION

The West½ of the NW¼ of the NW¼ of the NE¼ of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida, Less the North 35 feet for Right of Way.

-AND-

PARCEL "A" - The East½ of the East½ of the NE¼ of the NW¼ of Section 25, Township 56 South, Range 39 East, also known as the East 10 Acres, more or less, of the NE¼ of the NW¼ of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida; LESS PARCEL "C," described as follows: All that part of the East½ of the East½ of the NE¼ of the NW¼ of Section 25, Township 56 South, Range 39 East, lying Southwesterly of the following described line to wit: From the Center of said Section 25, bear to the North 0°36'07" West, along the East line of the NW¼ of said Section 25, a distance of 1346.07 feet to the Southeast corner of the NE¼ of the NW¼ of said Section 25; thence South 88°15'00" West, along the South line of the NE¼ of the NW¼ of said Section 25, a distance of 185.99 feet to the Point of Beginning of said Parcel "C"; thence run North 45°37'47" West, a distance of 128.79 feet to the Point of Curvature of a circular curve to the right, having a central angle of 45°00'00" and a radius of 210 feet; thence run Northwesterly, along the arc of said curve, a distance of 164.93 feet to the intersection thereof with the West line of the East½ of the East½ of the NE¼ of the NW¼ of said Section 25, and the end of the specifically described line.

-AND-

PARCEL "B" - A parcel of land in the East½ of the SE¼ of the NW¼ of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows: From the Center of said Section 25, bear North 0°36'07" West along the East line of the NW¼ of said Section 25, a distance of 1036.36 feet to the Point of Beginning of the parcel to be described (Parcel "B"); thence continue North 0°36'07" West along said East line, a distance of 309.71 feet to the Northeast corner of the East½ of the SE¼ of the NW¼ of said Section 25; thence run South 88°15'00" West along the North line of the East½ of the SE¼ of the NW¼ of said Section 25, a distance of 185.99 feet; thence South 45°37'47" East, a distance of 142.86 feet to the Point of Curvature of a circular curve to the right, having a central angle of 45°01'40" and a radius of 290 feet; thence run Southeasterly along the arc of said curve, a distance of 227.91 feet to a Point of Tangency and the Point of Beginning.

EXHIBIT "B"

3. General Exceptions:

- A. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
- B. Rights of persons other than the above owners who are in possession.
- C. Facts that would be disclosed upon accurate survey.
- D. Any unrecorded labor, mechanics' or materialmen's liens.
- E. Zoning and other restrictions imposed by governmental authority.